

CITY OF ATLANTA

Kasim Reed Mayor SUITE 1900 55 TRINITY AVENUE, SW ATLANTA, GA 30303 (404) 330-6204 Fax: (404) 658-7705 Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPI Chief Procurement Officer asmith@atlautaga.gov

August 28, 2014

INTERESTED PROPONENT:

Re: FC-7105, Parking Operations Management Services at Hartsfield-Jackson Atlanta International Airport

Attached is one (1) copy of **Addendum No. 4**, which is hereby made a part of the above-referenced project.

For additional information, please contact the following personnel for the respective solicitation: for FC-7105, Kiondria Walker, Contracting Officer at (404) 330-6654, or via email at kmwalker@atlantaga.gov.

Sincerely,

Adam L. Smith

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Addendum No. 4

Re: FC-7105, Parking Operations Management Services at Hartsfield-Jackson Atlanta International Airport

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This Addendum forms a part of the Request for Proposal and modifies the original solicitation package as noted below.

- Modifies Exhibit A: Scope of Services.
- Changes the Proposal Due Date to September 11, 2014 @ 2:00PM (local time).

Proposals are now due **Thursday**, **September 11**, **2014**, and should be time stamped no later than 2:00 p.m. EST on this day, and delivered to the address below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303

All other information remains unchanged

Addendum No. 4

Re: FC-7105, Parking Operations Management Services at Hartsfield-Jackson Atlanta International Airport

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Acknowledgement of Addendum No. 4

Department of Procurement, 55 Tri	v and return this form with its proposal to the inity Avenue, City Hall South, Suite 1900, Atlanta, t of receipt of this addendum on thisday of
•	
	Legal Company Name of Respondent
	Signature of Authorized Representative
	Signature of Admortzed Representative
	Title
	Date

ADDENDUM #3 FC-7105, PARKING OPERATIONS MANAGEMENT SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

Exhibit A - Scope of Services Modifications

Delete in its entirety the following from page 120 of Exhibit A-Scope of Services:

3. Liquidated Damages. The following provisions relate to the quality of the service that the City expects to be provided under the Agreement. Service Provider agrees that it is obligated to perform the following and that non-performance denigrates the quality of the service, and therefore, is in violation of the Agreement. The occurrence of any of the following situations may result in the imposition of Liquidated Damages. Service Provider agrees that the following Liquidated Damages are fair and reasonable, that they may be deducted from its Management Fee, and that they do not constitute a penalty. The City will notify Service Provider within 30 days following the incident whether it intends to assess Liquidated Damages. Failure to impose Liquidated Damages for a particular violation shall not bar the City from imposing Liquidated Damages for subsequent violations of the same nature. Liquidated Damages will be deducted from the monthly installment of the Management Fee. The City reserves the right to waive the assessment of liquidated damages if Service Provider is able to provide supporting documentation to substantiate each occurrence, which must be reviewed and approved by the City. The Liquidated Damages remedy is in addition to all other rights and remedies of the City.

Replace with the following:

3. Liquidated Damages. The following provisions relate to the quality of the service that the City expects to be provided under the Agreement. Service Provider agrees that it is obligated to perform the following and that non-performance denigrates the quality of the service, and therefore, is in violation of the Agreement. The occurrence of any of the following situations may result in the imposition of Liquidated Damages. Service Provider agrees that the following Liquidated Damages are fair and reasonable, that they may be deducted from its Management Fee, and that they do not constitute a penalty. The City will notify Service Provider within 30 days following the incident whether it intends to assess Liquidated Damages. Failure to impose Liquidated Damages for a particular violation shall not bar the City from imposing Liquidated Damages for subsequent violations of the same nature. Liquidated Damages will be deducted from the monthly installment of the Management Fee. The City reserves the right to waive the assessment of liquidated damages if Service Provider is able to provide supporting documentation to substantiate each occurrence, which must be reviewed and approved by the City. The Liquidated Damages remedy is in addition to all other rights and remedies of the City. The City reserves the right to utilize mystery shop services and customer surveys in concert with internal observations to confirm conformance to the established performance standards.

Delete in its entirety the following from pages 120-121 of Exhibit A-Scope of Services:

a) Delay in Exiting. Service Provider shall ensure exiting delays of no more than a sustained period of five minutes except for system failures that fall outside of Service Provider's sphere of control. Should Service Provider fail to meet this requirement and fail to provide supporting documentation to substantiate delay in exiting, Service

Provider's Management Fee may, at the option of the City, be reduced by \$ 100 not more than three (3) occurrences a month.

Replace with the following:

a) Delay in Exiting. Service Provider shall ensure exiting delays of no more than five minutes except for documented system failures that fall outside of Service Provider's control. Should Service Provider fail to meet this requirement and fail to provide supporting documentation to substantiate delay in exiting or system related failure, Service Provider's Management Fee may, at the option of the City, be reduced by \$ 100 per occurrence if there are more than five (5) unexplained occurrences during the month.

Delete in its entirety the following from page 121 of Exhibit A-Scope of Services:

time at the cashier booth is does not exceed 45 seconds per vehicle for regular transactions and one (1) minute for exception transactions. A complete transaction is defined from the time the customer presents the parking ticket up until the time the gate opens. Should Service Provider fail to meet this requirement, Service Provider's Management Fee may, at the option of the City, be reduced. If there are more than three (3) unexplained occurrences during the month, the Management Fee for such month may be decreased by \$10 for each occurrence.

Replace with the following:

processing time at the cashier booth does not exceed one (1) minute per vehicle for all transactions. A complete transaction is defined from the time the customer presents the parking ticket up until the time the gate opens. Should Service Provider fail to meet this requirement without providing supporting documentation to substantiate processing delay or system related failure, Service Provider's Management Fee may, at the option of the City, be reduced by \$100 per occurrence if there are more than five (5) unexplained occurrences during the month.

Delete in its entirety the following from page 121 of Exhibit A-Scope of Services:

d) Penalty for Late Deposits. Service Provider shall deposit Gross Receipts by the end of the business day following collection from all parking facilities it operates on the Airport. If Service Provider fails to deposit Gross Receipts by the end of the business day following its collection and fail to provide supporting documentation to substantiate late deposits, the City may require Service Provider to pay as Liquidated Damages \$1,000 per deposit, per day.

Replace with the following:

d) Penalty for Late Deposits. Service Provider shall deposit Gross Receipts by the end of the business day following collection from all parking facilities it operates on the Airport, excluding Pay-On-Foot stations, which will be deposited in accordance with the approved Standard Operating Procedures. If Service Provider fails to deposit Gross Receipts by the end of the business day following its collection and fail to provide supporting documentation to substantiate late deposits, the City may require Service Provider to pay as Liquidated Damages \$1,000 per deposit, per day.

Delete in its entirety the following from page 122 of Exhibit A-Scope of Services:

defined as the number of tickets that cannot be accounted for by Service Provider after the monthly reconciliation of vehicles in each Facility at the start of the month, plus tickets issued during the month, less vehicle exits processed, less vehicles remaining on the lot at the end of the month. Disappeared vehicles are those vehicles that were collected in the nightly License Plate Inventory and subsequently exited the Facilities without the LPI record being inactivated and deleted via the LPR system.

The ending inventory of vehicles for one month shall be the beginning inventory of vehicles for the next month. Vehicle exits shall include lost ticket transactions. The exit of any vehicles that entered the Facilities by means other than a ticket shall not be included as exits for the purpose of this reconciliation. Should Service Provider fail to meet this requirement and fail to provide supporting documentation to substantiate disappeared vehicles/unaccounted for tickets, a penalty shall be assessed for tickets not accounted for in the monthly reconciliation as listed below.

A penalty of \$10 per ticket shall be assessed for tickets not accounted for in the monthly reconciliation that exceed 0.05% of the total number of tickets issued during the month.

A penalty of \$15 per ticket shall be assessed for tickets not accounted for in the monthly reconciliation that exceed 0.075% of the total number of tickets issued during the month.

A penalty of \$20 per ticket shall be assessed for tickets not accounted for in the monthly reconciliation that exceed **0.1%** of the total number of tickets issued during the month.

Replace with the following:

defined as the number of tickets that cannot be accounted for by Service Provider after the monthly reconciliation of vehicles in each Facility at the start of the month, plus tickets issued during the month, less vehicle exits processed, less vehicles remaining on the lot at the end of the month. Disappeared vehicles are those vehicles that were collected in the nightly License Plate Inventory and subsequently exited the Facilities without the LPI record being inactivated and deleted via the LPR system.

The ending inventory of vehicles for one month shall be the beginning inventory of vehicles for the next month. Vehicle exits shall include lost ticket transactions. The exit of any vehicles that entered the Facilities by means other than a ticket shall not be included as exits for the purpose of this reconciliation. Should Service Provider fail to meet this requirement and fail to provide supporting documentation to substantiate disappeared vehicles/unaccounted for tickets, a penalty of \$10 per ticket shall be assessed for tickets not accounted for in the monthly reconciliation that exceed 0.1% of the total number of tickets issued during the month.

Delete in its entirety the following from page 123 of Exhibit A-Scope of Services:

(2) **Ticket Overcharges.** By the amount overcharged a patron or \$50, whichever is greater, if Service Provider charges any patron a price more than the established schedule of rates.

Replace with the following:

(2) **Ticket Overcharges.** By the amount overcharged a patron or \$50, whichever is greater, if Service Provider charges any patron a price more than the established schedule of rates and fails to provide supporting documentation to justify ticket overcharge, excluding system related failures, and excluding system related failures.

Delete in its entirety the following from page 106 of Exhibit A-Scope of Services:

a) **Deposits.** By or before 2 p.m. of the next business day, Service Provider shall make deposits of all Gross Receipts collected from the Parking Facilities during the previous calendar day that are cash and personal checks. Service Provider's deposit slip shall subtotal the cash and personal check amounts for each deposit, and a copy of the deposit slip shall be submitted to the City. One or more deposit slips shall be made for each financial day, which is defined as the day when Gross Receipts were collected.

Replace with the following:

a) Deposits. By or before 2 p.m. of the next business day, Service Provider shall make deposits of all Gross Receipts collected from the Parking Facilities during the previous calendar day that is cash, excluding Pay-On-Foot stations, which will be deposited in accordance with the approved Standard Operating Procedures. The Service Provider shall ensure cash processed through the Pay-On-Foot stations is reported to the City when revenue is collected. Service Provider's deposit slip shall subtotal the cash and vendor approved check amounts for each deposit, and a copy of the deposit slip shall be submitted to the City. One or more deposit slips shall be made for each financial day, which is defined as the day when Gross Receipts were collect